



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Bridgeview Manufacturing

**File:** B-246351

**Date:** October 25, 1991

Richard P. Reichstein, Esq., for the protester.  
Catherine M. Evans, Esq., Office of the General Counsel,  
GAO, participated in the preparation of the decision.

### DIGEST

Protest alleging that solicitation did not provide for evaluation of option prices, and that agency therefore improperly evaluated option prices in determining low bid, is without a valid basis where solicitation clearly provided that option would be evaluated.

### DECISION

Bridgeview Manufacturing protests the award of a contract to Delfasco Forge under invitation for bids (IFB) No. DAAA09-91-B-0301, issued by the Department of the Army for lug suspensions.

We dismiss the protest.

Bridgeview alleges that award to Delfasco was improper because the Army improperly considered Delfasco's option price in the award decision (Bridgeview's price would have been low if the option had not been evaluated). In support of its position, Bridgeview offers a copy of the narrative near the beginning of the IFB, which states that "this solicitation is for a total of 524,997 each, 25 lb., suspension lug," that is, the basic quantity required. However, Bridgeview also includes with its protest a copy of a clause from section I of the IFB stating that "this solicitation includes an evaluated option." This clause clearly indicated that the option would be evaluated. We therefore find that Bridgeview has failed to state a valid protest basis.

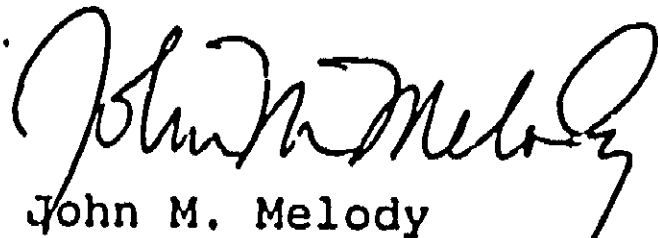
To the extent Bridgeview appears to be arguing that the IFB narrative provision conflicted with the section I clause providing for evaluation of the option, the protest is untimely. Under our Bid Protest Regulations, protests based upon alleged improprieties apparent on the face of a

solicitation must be filed by the time designated for bid opening. 4 C.F.R. § 21.2(a)(1) (1991), as amended by 56 Fed. Reg. 3759 (1991). Since Bridgeview did not do so, its protest is untimely. Home Care Medical, Inc., B-245189, Aug. 21, 1991, 91-2 CPD ¶ 186.

Bridgeview asserts that it properly resolved the ambiguity between the narrative language and the section I clause by giving precedence to the narrative language, in accordance with the IFB's Order of Precedence clause, governing interpretation of the solicitation. The clause provides that the bid schedule takes precedence over other solicitation provisions when resolving inconsistencies. Bridgeview maintains that the narrative language appeared in a section of the IFB titled "The Schedule," and that the narrative language, which did not mention evaluation of the option, therefore takes precedence over the clause providing that the option would be evaluated.

Bridgeview is incorrect. First, the narrative language was not part of the bid schedule itself (which Bridgeview did not furnish with its protest), but appeared on a separate page of the IFB. Moreover, the language was no more than a description of the subject matter of the procurement, and did not in any way indicate how bids would be evaluated. This being the case, the narrative was in no way inconsistent with the section I clause that specifically stated that the option would be evaluated, and there was no ambiguity or conflict for resolution under the Order of Precedence clause.

The protest is dismissed.



John M. Melody  
Assistant General Counsel